

After recording, please mail to:



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Spokane, Washington 99223

RECORDING DATA INDEX

ABBREVIATED LEGAL DESCRIPTION: Lots 1-12, inclusive, Lunneborg Estates, Spokane County, Washington

TAX PARCEL NOS: Part of 46243.0101 through 46243.0112, inclusive

FIRST AMENDMENT

TO

COVENANTS, CONDITIONS AND RESTRICTIONS

RECITALS

A. The undersigned is the Owner (the "Owner") of at least two-thirds (2/3) of the platted Tracts contained within that certain real property commonly known as Lunneborg Ranch Estates legally described on Exhibit "A" attached hereto (the "Property"); and

B. The Owner declared and established Covenants, Conditions and Restrictions (the "Covenants") affecting the Property, said Covenants having been recorded on September 11, 2008 under Auditor's File No. 5715837, records of Spokane County, Washington.

C. For the general welfare and benefit all owners of Tracts within Lunneborg Ranch Estates, the Owner now desires to amend the Covenants as stated below.

NOW THEREFORE, the Owner hereby amends the Covenants respecting ownership, improvement and use of the Property and each Tract within the Property, by reference to the applicable paragraphs of the Covenants, as follows:

ARTICLE I, MAINTENANCE OF TRACTS AND ROADS, is amended to add Section 3. Liability for Damage to Private Driveways, which shall read as follows:

“Section 3. Liability for Damage to Private Driveways: Any damage to the private driveway of an owner of a tract, whether caused by the homeowner, the homeowner’s contractor, sub-contractor, tenant, agent, guest, invitee or representative, shall be the sole responsibility of said owner, and not the responsibility of the association, to repair or replace.”

ARTICLE II, LAND USE RESTRICTIONS, SECTION 6. Animals is amended to read exactly as follows:

“Section 6. Animals: Subject to the restrictions and limitations stated herein, animals may be kept on each Tract for personal domestic use only as allowed by Spokane County ordinances. No animals other than domestic alpaca, horses, llama, dogs, cats, and conventional small household pets may be kept or maintained on any Tract, not to exceed ten (10) such animals total, with not more than six (6) thereof being alpaca, horses, and llamas, and provided that each Tract owner shall maintain proper housing, fencing, control and care for any and all animals kept thereon. The Owner of any Tract shall not keep or maintain any pigs, poultry, or livestock on any Tract for commercial or personal purposes whatsoever. No animals of any kind may be boarded, kept or bred for any commercial purpose whatsoever. No exotic or wild animals, such as imported reptiles, birds, monkeys, cougars, tiger, mink, fox, or bears, may be kept on any Tract for any reason. All animals must be controlled by the owners and shall not be allowed to run at large. No animals raised for food production are allowed on any Tract. All enclosures used to control any animal must match the color, materials and construction of the residence and must be kept neat and clean, in good repair and odor-free at all times.”

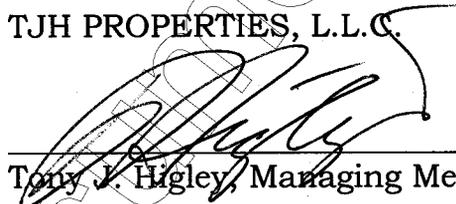
ARTICLE III, BUILDING RESTRICTIONS, SECTION 6. Outbuildings is amended to read exactly as follows:

Section 6. Outbuildings: In addition to a single-family dwelling, the tract owner may place up to two (2) more buildings on his or her tract as an accessory structure in support of the existing residence, which shall consist of a barn, a detached garage, or a guest house, subject to the following restrictions: (a) Both buildings shall be a single-story structure constructed with the same building material as the owner's dwelling, and designed, trimmed and painted to match the owner's dwelling; and (b) one building shall contain an area not more than 3,200 square feet, with dimensions of 80'x40'; and (c) the other building shall contain an area not more than 1,200 square feet; and (d) Quonset huts are specifically prohibited.

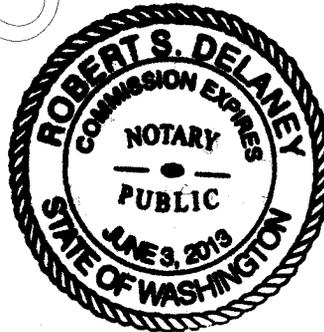
All other terms and conditions of the initial Covenants shall remain the same and in full force and effect.

DATED: September 22, 2009. TJH PROPERTIES, L.L.C.

By:


Tony J. Higley, Managing Member

STATE of Washington S
S
County of Spokane S



I certify that I know or have satisfactory evidence that Tony J. Higley signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of TJH Properties, L.L.C., a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 22, 2009.


Signature of Notary Public
My Commission Expires: 6.3.13

EXHIBIT "A"
Legal Description of Property

Lots 1 through 12, Lunneborg Estates, as per plat thereof recorded in Volume 35, page 46, records of Spokane County, Washington;

Situate in the County of Spokane, State of Washington.

Tax Parcel Nos: 46243.0101 through 46243.0112, inclusive